



AGREEMENT BETWEEN  
THE TOWNSHIP OF MACOMB  
MACOMB COUNTY, MICHIGAN  
AND  
CHAPTER LOCAL NUMBER 1103-C  
MICHIGAN COUNCIL NUMBER 25, AFSCME, AFL-CIO  
JULY 1, 2003  
THROUGH  
JUNE 30, 2006

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## **PREAMBLE**

This Agreement entered into this 21st day of August 2003 between the Township of Macomb, Macomb County, hereinafter referred to as the "Employer" and Chapter Local 1103-C, Michigan Council Number 25, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

### **WITNESSETH:**

**WHEREAS**, the laws and the State of Michigan authorize public employees to enter into Collective Bargaining Agreements in respect to rates of pay, wages, hours of employment or other conditions of employment and;

**WHEREAS**, The Employees covered by this Collective Bargaining Agreement have selected the Union as their exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and ;

**WHEREAS**, the Employer and the Union have arrived at certain understandings in collective bargaining negotiations conducted between their respective representatives which they now mutually desire to incorporate into this Collective Bargaining Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

## **ARTICLE 1. GENERAL PROVISIONS**

### **Section 1. Purpose**

The parties hereby enter into this Agreement pursuant to the requirements of and authority granted by Act #379 of the Michigan Public Acts of 1965 to incorporate in this formal written Collective Bargaining Agreement, terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the Employees covered hereby.

### **Section 2. Definitions**

- a. "Employer" shall mean the Township of Macomb Board of Trustees and/or its appointed representative(s).
- b. "Union" shall mean Chapter Local Number 1103-C and Michigan Council Number 25 of the American Federation of State, County and Municipal Employees

AFL-CIO and its duly elected or appointed officers or representatives.

- c. "Employees" shall mean all members of the bargaining unit as hereinafter defined in Section 3 of this Article.
- d. In the construction of the words used in this Agreement whenever the singular number is used, it shall include the plural and whenever the masculine gender is used, it shall include the female gender.

### Section 3. Recognition of Union

Pursuant to and in accordance with all applicable provisions of Act #379 of Michigan Public Act of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all regular Employees including Electrical Inspectors, Building Inspectors, Code Enforcement Officer, Water and Sewer Employees, Receptionists, Clerical Employees, Office Managers, Recreational Department Program Coordinators, and Part-Time Employees; excluding all temporary Employees, Dial A Ride Bus Drivers (Senior Program), elected officials; independent contractors, supervisory Employees, department heads, and deputy positions.

### Section 4. Temporary Services

Temporary service representatives may work up to a maximum of eighty-nine (89) calendar days. The Employer agrees temporary services will be used only to substitute for absent regular employees or to supplement the bargaining unit and not cause a reduction of regular and/or overtime hours of bargaining unit employees, or cause a layoff of such employees.

### Section 5. Notification

The Employer shall notify the union chairperson prior to the acquisition of the temporary services.

### Section 6. Extension

A temporary service representative may work in excess of eighty-nine (89) calendar days upon the mutual agreement of the Employer and the Union.

### Section 7. Cooperative Work Programs

The Township of Macomb and the Union recognize the existence of high school

co-op work programs and the benefit that co-op work programs provide not only to the students involved in the programs, but also to the Township and Union. In order to facilitate a high school co-op work program for Macomb Township the Township and Union agrees as follows:

- a. The Township may employ high school students in a co-op work program.
- b. Co-op students will not be members of the Union and are not entitled nor will they be provided any employment benefits.
- c. Co-op students shall be hourly employees and the Township will have the sole discretion to determine their compensation, provided no co-op shall receive a higher hourly rate than a member of the bargaining unit of like classification.
- d. Co-op employees will not be allowed to work holidays, weekends, or over-time.
- e. The Township's use of co-op students shall not cause or result in the lay-off or reduction in work of regular full-time employees.
- f. In the event of a reduction in the work force co-ops shall not be utilized.

## **ARTICLE 2. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT**

The Employer shall not enter into any Collective Bargaining Agreement with any Employee or with any other collective bargaining organization on behalf of Employees nor will the Employer aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for any purpose whatsoever during the term of this Agreement.

## **ARTICLE 3. MANAGEMENT RIGHTS**

### **Section 1.**

The Employer on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, all powers, rights authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

- a. Full and exclusive control of the management of the Employer, the supervision of all operations, the

methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction, and determination of the size and type of its working forces;

- b. the right to determine the work to be done and the standards to be met by employees covered by this agreement;
- c. the right to change or introduce new operations, methods, processes, means of facilities, and the right to determine whether and to what extent work shall be performed by employees;
- d. the right to hire, establish and change work schedules, set hours of work, establish, eliminate, or change classifications, assign, transfer, promote, demote, release, and lay-off employees;
- e. the right to determine the qualifications of employees and to suspend, discipline, and discharge employees for just cause;
- f. the right to reassign, at its discretion, department heads and other administrators to bargaining unit positions in accordance with the seniority provisions of this agreement provided that the reassignment of the department heads and administrators, if any, will not result in the layoff of existing collective bargaining unit members;
- g. the right to retain an orderly, effective, and efficient operation of Employer.

## Section 2.

The exercise of the above powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement, and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan.

## **ARTICLE 4. NO STRIKES AND NO LOCKOUTS**

### Section 1.

The Employer will not lock out Employees during the term of this Agreement.

## Section 2.

The parties of this Agreement mutually recognize and agree that the services performed by Employees covered by this Agreement are necessary to the public health, safety and welfare. Under no circumstance will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, sick-out or slowdown in any department of the Employer, or any curtailment of work or restriction of production or interference with the operations of the Employer. In the event of a work stoppage, other curtailments of production, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

## Section 3.

In the event of a work stoppage, or any other curtailing, by the Union or the Employees covered hereunder during the terms of this Agreement, the Union by its officers agents and shop stewards shall immediately declare such work stoppage, or other curtailment to be illegal. The Union agrees further to cooperate with the Employer or remedy such situation by immediately giving written notice to the Employer and the Employee involved declaring the said conduct unlawful and directing the Employees to return to work. The Employer shall have the right to discipline, up to and including summary discharge, any Employee who instigates, participates in or gives leadership to any activity herein prohibited.

## Section 4.

In the event of any strike, sit-down, stay-in, sick-out, or slowdown or any other curtailment of work, the Employer may, if it chooses, immediately submit the matter to arbitration as provided for in the Agreement notwithstanding any other provisions contained in this Agreement.

## Section 5.

In such event the arbitrator within four (4) hours of the Employer's election to arbitrate, shall be mutually agreed upon by the parties or if they are unable to so agree, the Employer may request the American Arbitration Association to immediately appoint an arbitrator. In any event, it is the intention of the parties that the matter shall be submitted to arbitration and ruled upon within twenty-four (24) hours of the selection or appointment of the arbitrator.

## Section 6.

The arbitrator shall make such order and award as he shall consider necessary to



effect compliance with this article including cease and desist orders.

## **ARTICLE 5. SCOPE OF AGREEMENT**

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement, in writing and signed by the Union and Employer.

## **ARTICLE 6. UNION SECURITY**

### **Section 1.**

As a condition of continued employment, each member of the bargaining unit who has completed the probationary period shall establish and maintain a membership in the Union, or shall tender to the Union a service fee equivalent to the monthly Union dues.

### **Section 2.**

Service fees shall not include initiation fees or special assessments. Newly hired, transferred or rehired Employees shall, as a condition of employment, join the Union or pay the service fee at the conclusion of their probation. All Employees shall execute an authorization for the deduction of Union dues or service fees.

### **Section 3.**

Employees shall be deemed to be members of the bargaining unit in good standing, within the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of initiation fees dues and assessments or service charge.

### **Section 4.**

Employees who fail to remain in good standing in the bargaining unit shall be terminated within thirty (30) days, provided the Union notifies the Employer in writing, when a member of this bargaining unit is in violation of this Article. The Union agrees to protect, indemnify and save the Employer harmless against any and all claims, demands, costs and suits that may arise out of, or by reason of, action taken or not taken by the Employer for the purposes of complying with this Article.

## **ARTICLE 7. UNION DUES**

### **Section 1. Authorization for Deductions**

Employees may tender the monthly membership dues or services fee by signing the "Authorization for Check-off Form." Check-off Form: During the life of this

Agreement and in accordance with the terms of the form of Authorization of Check-off hereinafter set forth, the Employer or the Representative agrees to deduct dues or services fees from the pay of each Employee who executes or has executed the following "Authorization for check-off" form and filed same with the Employer or its representative.

**AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES  
AFL-CIO**

**Authorization for Payroll Deduction**

By:

_____ Last Name	_____ First Name	_____ Middle Name
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To: Township of Macomb, or its Township Representative.

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings, each month, the current dues or equivalent service fee being charged by AFSCME, Local Union No. 1103-C, after ninety (90) days of employment. The amount deducted shall be paid to the Treasurer of Local #1103-C, the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice, or termination of my employment.

**Section 2. Start of Deductions**

Check-off deduction under all properly authorized Authorization for Check-off forms shall become effective the ninetieth (90th) day after employment date and the Authorization is filed with the Employer or its representative the amount shall be deducted, if possible, from the second pay of the month and from the second pay period of each month thereafter.

**Section 3. Remittance of Dues or Service Fees:**

Deductions for any calendar month shall be remitted to the designated treasurer of the Local Union with a list of those for whom dues or service fees have been deducted as soon as possible after the second pay period of each month.

**Section 4. Termination of Check-off**

An Employee shall cease to be subject to check-off deductions beginning with the month immediately following the month the Employee requests in writing that his authorization and request for check-off be terminated.

#### Section 5. P.E.O.P.L.E Deduction.

The Employer agrees to deduct from the wages of any employee, who is a member of the Union, P.E.O.P.L.E. deduction as provided for a written authorization executed by the Employees. This deduction may be revoked by the Employee at any time by giving a written notice to both the Employer and the Union. Any such deductions shall be forwarded to the Union, together with a list of names for whom such deductions are made and the amounts deducted during the period by the remittance.

### **ARTICLE 8. NEW CLASSIFICATIONS**

#### Section 1.

Classifications other than those listed in the Salary Schedule may be added as needed as determined by the Employer at which time vacancies and wage rates will be posted as provided in the Agreement. The Employer shall give such notice to the Union sufficiently prior to establishing a new classification to allow for negotiations of the rate structure.

### **ARTICLE 9. CHAIRPERSON, STEWARDS AND ALTERNATE STEWARD**

#### Section 1. Number of Stewards

The Employees may be represented by one (1) Steward in the Clerical Department, one (1) Steward Representative for Water and Sewer and Building Department Employees and one (1) alternate steward for the bargaining unit. In the absence of a Steward, the Alternate shall act as the Steward. The Union will furnish the Employer with a list of Stewards and the Alternate Steward within fifteen (15) days of their election. The Union and the Employer may rely on such list unless and until furnished with a revised list which shall be effective upon receipt of such list by the Employer.

#### Section 2. Chairperson, Steward Conducting Union Business During Working Hours

The Union Chapter Chairperson and/or Steward shall be allowed time off duty without loss of pay to perform the following:

- a. Investigate a Grievance.
- b. Present a verbal or written Grievance.
- c. Discuss a written grievance with the Employee(s) and/or designated representative(s) of the Employer and/or attendance in an Arbitration hearing.

It is understood that the time off duty mentioned in sub-paragraphs a, b, and c will be granted on the day of request. The length of time and the time period within the working hours in excess of one hour shall be agreed upon previously by the Steward and the department head or the supervisor.

## **ARTICLE 10. GRIEVANCE PROCEDURE**

### **Section 1. General Principals**

- a. The primary purpose of this procedure is to secure, at the lowest level possible, solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate.
- b. The number of days indicated at each level of the grievance procedure shall be considered as maximum, and every effort should be made to expedite the grievance procedure, however, time limits may be extended by mutual agreement in writing. Any grievance not carried to the next step by the Union and/or Employee within the prescribed time limits or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition. Should the Employer fail to answer within the time limits required herein, then the Union's last written position of the grievance shall be upheld.
- c. It shall be the general practice of all parties to process grievances during times which do not interfere with assigned duties.
- d. In the course of investigation of any grievance, representatives of the Union will advise their immediate supervisor and state the purpose of the visit.
- e. It shall be the continued practice of the Employer to assure to every Employee, an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.
- f. A grievance may be withdrawn at any level of the grievance procedure without prejudice.

## Section 2. Definition

A grievance shall mean a complaint, by an Employee or group of Employees, based on an alleged violation, misinterpretation or misapplication of any provision of this Agreement.

## Section 3. Procedure

Grievances shall be presented and adjusted according to the following procedure:

A. Verbal Procedure: An Employee and/or his steward shall discuss his grievance with the Employee's department head in an effort to resolve the problem.

B. All grievances must be filed within five (5) working days after occurrence of the circumstances or knowledge of the circumstances giving rise to the grievance, otherwise the right to file a grievance is forfeited.

### 1. Step One:

a. In the event that matter is not resolved informally, a written grievance may be filed by the Union and/or the Employee with the Employee's department head, within five (5) working days following the verbal discussion which is the basis of the grievance.

b. Within five (5) working days after receipt of the written grievance, the Employee's department head shall communicate his decision, in writing, together with the supporting reasons to the grievant and to the Union Chapter Chairperson or his designated representative.

### 2. Step Two:

a. Within five (5) working days after receiving a reply, if the Employee or the Union still feels aggrieved, appeal by the Employee or the Union may be taken to the Township Supervisor or the designated representative. The appeal must be in writing. A meeting between the Union and/or the Employee, the Township Supervisor, and the Supervisor's designated representative will be arranged to discuss the grievance within five (5) working days from the date the grievance is received by the Township Supervisor or representative. Within

five (5) working days after the date of the said meeting, the Supervisor or representative shall communicate the decision of the supervisor in writing, together with the supporting reasons, to the aggrieved party and to the Chapter Chairperson.

3. Step Three:

- a. If the Employer and the Union shall be unable to resolve any grievance, the grievance may be appealed to arbitration by either party within thirty (30) calendar days after the decision or reply of the Employer. Such appeal shall be in writing and shall be delivered to the American Arbitration Association with copies to the Employer within the said thirty (30) calendar day period. If the parties are unable to agree upon an arbitrator, he/she shall be appointed under the rules of the American Arbitration Association.
- b. The Arbitrator so selected will confer with the parties; hold a hearing promptly, and will issue his/her decision not later than thirty (30) days from the date of close of the hearing. The Arbitrator's decision shall be in writing, and will set forth his findings of fact, reason, and conclusion on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and he/she shall be subject to, in all cases, the rights, responsibility and authority of the parties under this Agreement.
- c. The decision of the Arbitrator shall be final and binding on all parties. The costs(s) of arbitration shall be shared equally between the Employer and Union. Each party shall be responsible for compensating its own witnesses.

**ARTICLE 11. DISCIPLINE**

Section 1.

The Employer agrees that all disciplinary action or discharge shall be for just cause and shall subscribe to the philosophy that the purpose of disciplinary action is to correct the employee's conduct and that disciplinary action shall be progressive in nature, unless the employee's conduct warrants otherwise.

## Section 2. Use of past record

In imposing any discipline, the Employer will not take into account any disciplinary action which occurred more than two (2) years previously.

## Section 3.

If the Employer has reason to discipline an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

## Section 4.

The Union or Employer shall have the right to process suspension or discharge cases commencing at step two of the grievance procedure.

# **ARTICLE 12. PROBATIONARY EMPLOYEES**

## Section 1.

New Employees hired in the bargaining unit shall be on probation for the first ninety (90) consecutive calendar days of their employment. After the ninety (90) day period, the Employee shall enter on the seniority list and his/her seniority shall be computed from the date of his/her employment. Probationary employees shall work at the will of the employer and may be terminated with or without cause. Probationary employees will be represented by the Union for collective bargaining purposes only and not for discipline or discharge proceedings. The Employer shall have no responsibility for the re-employment of a laid-off or discharged probationary employee.

## Section 2.

The Employer, prior to the end of a new Employee's probationary period, may request from both the Employee and the Chapter Chairperson an additional sixty (60) day extension of the probationary period. The Employer agrees only to request extensions for just cause.

## Section 3.

There shall be no seniority amongst probationary Employees.

# **ARTICLE 13. SENIORITY AND CLASSIFICATION**

## Section 1.

The seniority of an employee shall not be affected by their religion, race, color,

national origin, age, sex, height, weight, and familial status, number of dependents, political affiliation, marital status, disability or handicap. The employer shall maintain up-to-date seniority and classification lists containing the names and job titles of all employees of the bargaining unit entitled to seniority in order of hiring dates and copies of such lists shall be furnished to the Union upon execution of this Agreement. The Union shall be notified in writing within five (5) working days of any changes in said list during the term of this Agreement.

## Section 2.

Employees hired on the same day shall be listed on the seniority list in alphabetical order by last name (at time of hire) first, and then first name, and finally by middle initial.

## **ARTICLE 14. LOSS OF SENIORITY**

### Section 1.

An Employee shall forfeit his/her seniority for the following reasons:

- a. He/she voluntarily quits.
- b. He/she is discharged and the discharge is not reversed under the grievance procedure.
- c. He/she is absent from work without notice to the Employer for three (3) consecutive working days, except for instances where there is documented proof of a physical or mental incapability of notifying the Employer. Upon the expiration of such period, the Employer will send written notice to the Employee by registered mail, return receipt requested, to his/her last known address that his/her seniority has been forfeited and his/her employment is terminated.
- d. He/she fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement.
- e. He/she fails to return to work after having been on sick leave or leave of absence, in which event such failure shall be subject to and handled in the same manner as specified in sub-paragraph "C."
- f. He/she retires.



## **ARTICLE 15. LAYOFF**

### **Section 1.**

The word "layoff" means a reduction in the working force due to a decrease of work or operating funds.

### **Section 2.**

If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary Employees, Temporary Employees, and Part-Time Employees will be laid off within the established group first on a Township-wide basis. Seniority Employees will have bumping rights within their group classification first and then Township-wide, provided that they can satisfactorily perform the work on transfer without training. Bumping must be requested in writing at least five (5) work days from notice to the Employee of the layoff. Classifications series for layoff purposes shall be divided into Technical, Clerical, Water/Sewer, and Building groups. Employees subject to layoff or on layoff shall not be allowed to bump an Employee with a higher rated job.

### **Section 3.**

Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Local Union Chairperson shall receive a list from the Employer or its representatives of the Employees being laid off on the same date the notices are issued to Employees.

### **Section 4.**

Employees' seniority shall accrue during layoff but not to exceed double the Employees' seniority at the time of layoff and no more than a maximum of two (2) years seniority can accrue for any Employee laid off. During layoff no fringe benefits would accrue. If the Employee wishes to reimburse the pension fund for the contribution the Employer would have made during the period of layoff, retirement benefits shall accrue for the layoff period.

## **ARTICLES 16. RECALL PROCEDURE**

After a layoff, Employees shall be recalled in the inverse order of the layoff. The Employer shall give the Employee written notice of recall by certified mail, return receipt requested, to the Employee's last known address. If the Employee fails to report for work within seven (7) calendar days after delivery by the post office at said address, of said recall notice, the Employer shall consider the Employee as having terminated his/her employment.

Employees who were laid off, exercised their displacement rights or were placed in a lower class shall be placed on the recall (blocking) list and be recalled to first available vacancies in the classes from which they were removed in accordance with their seniority.

## **ARTICLE 17. JOB OPENINGS AND TRANSFER**

### **Section 1.**

Transfers shall mean the reassignment of any Employees to any position not deemed a promotion and with no reduction in pay. Promotions within the bargaining unit shall be made on the basis of seniority; ability and qualifications required for the position and all things being equal, seniority will be the determining factor. The Employer shall post any such job vacancies that are to be filled on the Employee bulletin boards for a period of at least five (5) working days. Said notice to be posted between the hours of 8:30 a.m. and 5:00 p.m. for all Employees with the five (5) working days to expire on the sixth working day at the hour posted. The union Steward shall be furnished with a copy of said posted notice at the time of posting. The Union shall be furnished with copies of the procedure and test if utilized in the promotion and reclassification of Employees, and to be present during the administration of the test of the Employees.

The Employee applying for a promotion who meets the minimum requirements should be granted a four (4) week trial period to determine ability and skills to perform the work. The Employer has the right during period of vacancy to fill these jobs on a temporary basis subject to the procedures outlined in Article XIX, Temporary Assignments. The promoted employee shall have the right to return to their former job at any time during the trial period.

### **Section 2.**

The Employer may also return the Employee to the former position at any time during the trial period. In these cases, the Employer will state the reason for doing so to the Employee with a carbon copy to the Union. The Employee shall have the right to grieve any denial of a promotion or trial period.

### **Section 3. Employee Transfer/Promotion Outside the Bargaining Unit.**

An employee(s) that leaves the bargaining unit to take another position within the Township shall have his/her bargaining unit seniority frozen as of the last date worked with the bargaining unit. An employee(s) that accepts a position with the employer outside of the bargaining unit shall have reversion rights to his/her previous position for a period up to six (6) months or the specific trial period, whichever comes sooner. An employee(s) that accepts a position outside the unit,

may apply for vacant positions within the unit, but shall only be considered after all qualified bargaining unit applicants have been offered the vacant positions.

## **ARTICLE 18. REIMBURSEMENT OF EDUCATIONAL EXPENSES**

### **Section 1.**

An employee who has been pre-approved by the Township Board to take necessary college classes, schooling or certification related to the employee's job and for which the employer anticipates some benefit to be derived from the additional education, will be reimbursed by the employer for a maximum of two (2) courses per semester. An employee will only be reimbursed by the Employer upon successful completion of the college classes, schooling or certification. Successful completion for reimbursement purposes means that a minimum grade of a "C" must be achieved in associate and undergraduate courses, and a grade of "B" achieved in master or above courses. The appropriate certificate must be issued for reimbursement of certification classes.

### **Section 2.**

The Employer will not reimburse the Employee for books, materials or supplies.

### **Section 3.**

The Township Board, at its discretion, may increase the education expenses provided for upon good cause being shown. The Employer may require an Employee to take courses and advanced training as necessary for the employee to perform his/her job.

### **Section 4.**

An employee who leaves the Township's employment agrees to repay to the Employer the total amount of reimbursement for educational expenses reimbursed during the Employee's last two (2) years of employment with the Township.

## **ARTICLE 19. TEMPORARY ASSIGNMENTS**

### **Section 1.**

Temporary assignments where an Employee is required to work in a higher classification, the Employee will be paid the rate for the higher classification for all hours worked. On temporary assignments to lower rated jobs, the Employee will suffer no reduction in pay. Assignments to lower rated jobs due to layoff will be paid for the job filled.

## Section 2.

Tabulation of such time shall be kept by the department head.

## **ARTICLE 20. LEAVE OF ABSENCE**

### Section 1. Leave Pursuant to the Family and Medical Leave Act (FMLA)

- a. An employee must substitute accumulated vacation, personal, and sick days for unpaid FMLA leave for the employee's own serious health condition or to care for a seriously ill family member.
- b. An employee must substitute accumulated vacation and personal days for unpaid FMLA leave for the birth and care of the employee's child or placement for adoption or foster care.
- c. Contractual benefits will be calculated in conjunction with a FMLA leave as follows:
  - i. Seniority will be frozen for employees on an unpaid FMLA leave;
  - ii. Vacation will be prorated based upon the actual time worked in the year;
  - iii. Personal time will be awarded on the employee's anniversary date and will not be prorated;
  - iv. Raises or step increases resulting from the provisions of the collective bargaining agreement will only be calculated on the time worked exclusive of any time off on a FMLA leave; and
  - v. Compensation for longevity earned during the year will be prorated to reflect time actually worked exclusive of a FMLA leave.

### Section 2. Personal Leave

A Personal Leave of Absence shall not exceed nine (9) months. Extension for any Personal Leave will be at the discretion of the Employer. Only a permanent full-time Employee, who has worked continuously for the Employer for six (6) months or more, may be granted Personal Leave. All leaves shall be requested in writing and will state the reason for such leave, dates on which the Employee will begin the leave and return to work.

If an Employee obtains a leave for any reason other than stated at the time of request, the Employee may be disciplined up to discharge. Employees shall not accept employment elsewhere while on a leave of absence unless agreed to by the Employer. Acceptance of other employment shall result in immediate discharge.

Time absent leave shall not be counted as time at work for any benefits. However, during a personal leave of absence, the Employee shall be able to continue his benefits through the township, at his own expense.

Employees shall not return to work prior to the expiration of his leave unless otherwise agreed to by the Employer.

Upon return from leave, an Employee shall be returned to a position that was similar to that which he worked prior to the leave. The Employee will receive the prevailing rate for the position.

### Section 3. Veterans

The Employer will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended.

### Section 4. National Guard & Armed Forces Reserve Training

Except as hereinbefore provided, the re-employment rights of Employees who are in the Armed Forces Reserve or the National Guard may use accrued vacation time if required to attend summer training.

## **ARTICLE 21. SICK LEAVE**

### Section 1. Allowance

Upon completion of ninety (90) calendar days commencing with an Employee's most recent hiring-in date, and not before, an Employee shall be credited with three (3) paid sick days, and shall thereafter earn one (1) paid day monthly to a maximum of twelve (12) in any twelve (12) month period. Sick leave may be utilized in one half hour ( $\frac{1}{2}$  hour) increments. The Employer may request documentation from the Employee to substantiate use of sick leave. Sick leave may also be utilized for doctor appointments and the care of ill family members. The Employer may require documentation from the Employee to substantiate the illness for which sick leave is requested.

### Section 2. Illness or Injury

Sick leave pay is granted for absence legitimately due to sickness or accident only. An Employee making a claim for sick leave pay, which the Employer considers excessive or abusive, will be required to take a physical examination, by a physician of the Employer's choice without cost to the Employee, to determine the physical fitness of the Employee to perform his duties.

Claim for sick leave pay must be accompanied by a statement from the attending physician when requested by the Employer on a form provided by the Employer

when the employee has been off work due to his sickness or accident for three (3) or more consecutive days, or when the claim for sick leave pay is for an Employee with a history of absenteeism.

### Section 3. No Advance Credit

Sick leave shall not be allowed in advance of being earned. If an Employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. Employees may use vacation time provided sick time is exhausted.

### Section 4. Accumulation

Employees shall accumulate sick days to a maximum of one hundred and twenty (120) days.

### Section 5. Payment at Employee's Death or Retirement or Separation

In case of the death of an Employee, payment of one hundred percent (100%) of his unused sick leave shall be made to his beneficiary or estate. Upon retirement or separation in good standing, payment shall be 50% of all accumulation.

### Section 6. Evidence of Fitness

The Employer after a prolonged illness or accident may require that an Employee present medical certification of his physical or mental fitness to continue working.

## **ARTICLE 22. BEREAVEMENT LEAVE**

### Section 1.

An employee will receive three (3) days not chargeable to annual leave accumulation for attendance at the funeral of the Employee's spouse, children, parents of employee or spouse, or grandparents, grandchildren, brothers, sisters, brother-in-law, sister-in-law, son-in-law, and daughter-in-law, step-children, and step-parent.

### Section 2.

The bereaved employee shall have the option of extending his/her leave by two (2) additional days, availing themselves to banked time, excluding sick leave. In the event he/she has not banked time, they may be off without pay.

## **ARTICLE 23. PERSONAL LEAVE, NON FMLA**

An Employee shall be entitled to thirty-two (32) hours of personal leave. There shall be no buy-out of unused personal leave on employee's anniversary date. Personal leave may be utilized in one half hour (1/2 hour) increments.

## **ARTICLE 24. VACATION**

### **Section 1.**

All regular full-time Employees shall be entitled to vacation time with pay under the following schedules.

- a. Employees who have completed one year of continuous employment shall receive a vacation of five (5) days per year.
- b. Employees who have completed two (2) years of continuous employment shall receive a vacation of ten (10) days per year.
- c. Employees who have completed five (5) years of continuous employment shall receive a vacation of fifteen (15) days per year.
- d. Employees who have completed ten (10) years of continuous employment shall receive:

Ten (10) years of continuous service, sixteen (16) days of vacation  
Eleven (11) years of continuous service, seventeen (17) days of vacation  
Twelve (12) years of continuous service, eighteen (18) days of vacation  
Thirteen (13) years of continuous service, nineteen (19) days of vacation  
Fourteen (14) years of continuous service, twenty (20) days of vacation

### **Section 2.**

Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.

### **Section 3.**

Employees shall be allowed to accumulate vacation days for a two (2) year period as per existing contract. At the end of each anniversary period employees may cash in vacation days earned but not used to a maximum of ten (10) days at the rate of one hundred (100%) percent. The days cashed must not exceed fifty (50%) percent of earned vacation time.

In the event an Employee's vacation is denied by Employer because of Township business requirements, then the Personnel Committee which is comprised of Supervisor, Clerk and Treasurer shall have the discretion to extend the time that the Employee must use his/her vacation time by a maximum of sixty (60) days. The Employee shall only be denied their vacation request based upon the reasonable needs of the Township.

The purpose of this provision is to aid management in maintaining continuity of work force and is not intended as a tool to deny employees any of their earned vacation benefits.

#### Section 4.

In case of retirement, resignation in good standing, or death of an Employee, he/she or his/her estate will be paid for all vacation days which have accumulated to their credit.

#### Section 5.

Vacation requests shall be submitted to the Employee's Department Head on or before May 1, of each year, and be taken on a per day basis if approved by the Department Head. Vacation requests submitted prior to May 1 shall be granted based on seniority.

#### Section 6.

Miscellaneous vacation time can be taken in four (4) hour segments.

#### Section 7.

In case of illness, said Employees can use their vacation time, if needed, after all sick time and benefits are exhausted.

#### Section 8.

The Employer shall, upon the written request of an Employee, issue vacation checks in advance of vacation to be taken. The request must be received prior to the processing of the pay period preceding the scheduled vacation.

#### Section 9.

The Employer may restrict when an Employee may be on vacation, provided however, such restriction must be reasonable and based upon the need for such Employee.



## **ARTICLE 25. HOLIDAYS**

### **Section 1.**

The following shall be paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Presidential Election Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- Employee's Birthday

When Christmas, Christmas Eve, New Year's, or New Year's Eve day falls on a Monday or Friday, they shall be celebrated on Tuesday or Thursday respectively. If any of the remaining holidays shall fall upon a Saturday, the preceding Friday shall be observed as the holiday. When holidays fall on Sunday, the holiday will be observed on the following Monday.

In regards to scheduling a paid holiday for an employee's birthday, the employee may request the actual day of his/her birthday or any other work day (Monday-Friday) within the pay period that the birthday occurs.

## **ARTICLE 26. HOLIDAY PAY**

### **Section 1.**

Holiday pay is defined as the normal work day, as defined in Article XXVII, at the Employee's regular hourly rate of pay. In order to qualify for holiday pay, the Employee must work his/her last scheduled shift prior to the holiday and his/her first scheduled shift following the holiday. Excused absences, such as bona fide sickness, personal time, or approved vacation will qualify the Employee for holiday pay.

## Section 2

If an Employee qualifies for holiday pay and is required and scheduled to work on a holiday, the Employee will receive holiday pay, plus double his/her regular rate of pay for all hours worked on the holiday. This section shall not apply to Employees who are required and scheduled to work for Federal elections. Federal election workers compensation shall be limited to their normal work day plus double their regular rate of pay for all hours worked for the Federal election. This Article shall not apply to an emergency tour of duty as provided for in Article XXIX.

## **ARTICLE 27. WORKING HOURS**

### Section 1. Standard Work Week and Summer Hours

The normal weekly work schedule will consist of Monday through Friday, 8:30 a.m. to 5:00 p.m.; sixty (60) minute lunch with half-hour (30) minutes paid.

Commencing Memorial Day, and ending on Labor Day, the normal work week schedule will consist of Monday through Friday, 8:00 a.m. to 4:30 pm; sixty (60) minute lunch with half-hour (30) minutes paid.

### Section 2.

All Employees shall be allowed two (2) ten (10) minute breaks each day, one (1) in the first half of their shift, and one (1) in the second half of their shift with pay.

### Section 3.

In the event that one (1) of the two (2) full-time elected officials, Supervisor or Clerk, determine that the Township offices should be closed due to emergency weather conditions, the Employees covered by the terms of this Agreement shall not be required to report to work or may leave early from work (except such Employees as are required to perform essential functions of the Township), and the loss of time shall not be charged against the Employee's regular pay or leave days; provided, regular pay shall continue during said time off.

### Section 4.

If notwithstanding the closing of the Township certain Employees are required to report to work, such Employees shall be compensated at the rate of one and one-half (1 ½) times their regular hourly rate.

## **ARTICLE 28. OVERTIME PREMIUM**

### **Section 1.**

Time and one-half of the Employee's normal rate of pay will be paid for all hours worked beyond forty (40) hours per week and/or work performed beyond eight (8) hours in the regular work day. Double the Employee's normal rate of pay will be paid for all hours worked on Sunday.

### **Section 2. Overtime and Call Hours:**

- a. Overtime shall be distributed as equally as possible among all regular Employees on a rotation basis within each job classification within each department. After exhaustion of the department, the most qualified person per the overtime distribution list will be called.
- b. Any Employee in his/her classification who refuses or is otherwise unavailable to take a call for overtime will be charged on the overtime distribution sheet for the hours that were worked on that occasion.
- c. An Employee who is required to work more than sixteen (16) hours in any twenty-four (24) hour period starting at 8:30 a.m. will receive four (4) hours off with pay.

### **Section 3.**

Time paid shall be counted as time worked for the purpose of computing overtime premium.

## **ARTICLE 29. EMERGENCY TOUR OF DUTY FOR WATER AND SEWER**

### **Section 1.**

There shall be a central monitoring system for lift stations and meter facilities.

Water Department Employees who are assigned standby duty shall be paid not less than twenty-five (25) dollars per day for each day said Employee is on standby. It shall be the Employee's duty while on standby to be constantly accessible through the Employer paging system and not be farther than ten (10) miles from any Township boundary at any time.

Section 2.

The emergency employee will be paid for his/her emergency tour of duty regardless of whether he/she is called out or not.

Section 3.

The Water and Sewer Department Superintendent will supply the Employees with a two (2) months schedule for the emergency tour of duty.

Section 4.

The emergency employee will notify the Superintendent and the Township Fire Department where he/she can be reached at all times during his/her tour of duty.

Section 5.

The emergency employee will use a Township vehicle for emergency tour use only or be paid mileage for use of own vehicle.

Section 6.

Employees who are called in and report for overtime work will be paid a minimum of four (4) hours at the established rate of pay.

Section 7.

A separate over-time list for emergency call out shall be established by seniority or alphabetically. The seniority list shall not include normally scheduled overtime.

**ARTICLE 30. LONGEVITY PAY**

Section 1.

Each Employee shall receive longevity pay in accordance with the following schedule in addition to the regular salary.

Section 2.

The percentage below is to be applied to annual base salary in effect during the work period preceding the anniversary of hire date.

### Section 3.

Continuous years of service as of the anniversary date of employment each year as follows:

- Upon completion of five (5) years of service - two (2) percent
- Upon completion of eight (8) years of service - three (3) percent
- Upon completion of ten (10) years of service - four (4) percent
- Upon completion of fifteen (15) years of service - five (5) percent
- Upon completion of twenty (20) years of service - six (6) percent

### Section 4.

Longevity pay shall be due and payable in a lump sum payment on the first pay day subsequent to their anniversary date of hire in each year during the term of this Agreement. Longevity payment shall be made on a separate check. Upon the death or retirement of an Employee, their legal representative in the case of death, shall be paid his/her longevity pay for the current period on a pro-rata basis computed from the anniversary hire date to the date of death or retirement as the case may be.

## **ARTICLE 31. JURY DUTY**

### Section 1.

An Employee who serves on jury duty shall be paid the difference between his/her regular pay and the amount actually received for such jury service.

### Section 2.

All days served in jury duty are to be considered regular working days and not deducted from accumulated sick leave or vacation days.

## **ARTICLE 32. MEDICAL, HOSPITALIZATION, OPTICAL AND DENTAL INSURANCE**

### Section 1. Medical and Hospitalization

The Employer shall provide the following medical and hospitalization coverage:

- a. Continuation of traditional hospitalization, (Plan L with the ML Rider); with additional riders for annual physical or gynecological exams (AP2); \$3.00 co-pay prescriptions plus contraceptives (\$3 preferred prescriptions); "Well Baby Care," (MMC-PC), plus HMO option to current employees. The Employer shall select the health care provider.

- b. For new employees hired after July 1, 1994, an HMO plan with provider of employer's choice. New employees hired after July 1, 1994, will be given the option of choosing traditional medical coverage but must pay the premium differential which will be deducted via employer payroll deduction.
- c. Continue \$3.00 HMO and traditional co-pay, employer to continue payment of family continuation rider.

## Section 2. Dental

Employer shall provide the following dental coverage through Delta Dental Plan of Michigan:

- a. Plan Effective Date - July 1, 1997
- b. Waiting Period - Employees hired after July 1, 1997 who are eligible for dental benefits are automatically covered on the first day of the month following ninety (90) days of continuous employment.
- c. Eligible Persons - All full-time employees of the Employer. Also eligible are legal spouses and dependent children to the end of the calendar year in which they attain the age of 19 or dependent unmarried children to the end of the calendar year in which they attain the age of 25 if eligible as defined in the definitions section of the Dental Care Certificate, see page 4, item 11.
- d. Selected Benefits -  
  
Class I Benefits - Basic Dental Services  
Class II Benefits - Prosthodontic Dental Services
- e. Selected Percentages -  
Class I Benefits - 75%  
Class II Benefits - 75%
- f. Maximum Contract Benefit - \$1,200 per person total per contract year on Class I and Class II Benefits.
- g. Deductible - None
- h. Enrollment - Where two (2) subscribers are eligible under the same group, and are legally married to each

other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits under the Delta contract.

- i. Termination - Benefits will cease on the last day of the month in which the employee is terminated.
- j. Plan Predetermination Amount - \$200.
- k. An orthodontics rider of \$1,500.00 lifetime maximum per person.

### Section 3. Optical.

Employer agrees to pay the full premium for a co-op family optical annual Plan B with the MD rider.

### Section 4. Retiree Medical Coverage

#### Prior to July 1, 2003

The Employer shall provide and pay for Blue Cross, dental, and optical coverage and life insurance for all eligible Employees who retire under this Agreement. Eligible Employees must be 62 years of age and have ten (10) years of service with the Township. An Employee's spouse shall have the option of this same coverage through the Township, at any time (including after the death of the retired Employee) providing the spouse does not have benefits elsewhere that are equal to, or better than the Township's coverage. Effective upon the signing of the Agreement, retirees will automatically be transferred to complimentary traditional medical coverage. Current retirees will remain in Plan C for optical coverage. Dental coverage will remain as provided in Section 2 of this Article.

#### On or after July 1, 2003

The Employer shall provide and pay for medical, dental and optical coverage and Life Insurance for all eligible Employees who retire under this agreement. The Employer will pay for the level of benefits equivalent to the coverage the Employee received for at least five (5) consecutive years preceding retirement.

To be eligible to receive these retirement benefits, the Employee must meet one of the following requirements:

- A. Eligible employees must be age sixty-two (62) or above with more than ten (10) years of continuous full time service with the Township.
- B. Eligible employees must be age fifty-five (55) or above with more than fifteen (15) years of continuous full time service with the Township.

- C. Employees with more than twenty-five (25) years of continuous full-time service, regardless of age, may purchase medical, optical, and dental insurance, at their own expense, at the rates being paid by the Township, up to age fifty-five (55), at which time the Township will pay for the benefits.

In the event of the death of the retired Employee, the Employee's spouse, if any, shall have the option of this same coverage at any time, (including after the death of the retired employee) paid for by the Township, providing that the spouse does not have benefits elsewhere that are equal to or better than the Township's coverage.

#### Section 5. Worker Compensation

The Employer agrees to continue medical and hospitalization, optical, dental and life insurance benefits during the period of time an Employee is disabled, not to exceed one (1) year. The Employer may extend benefits, for just cause, in excess of one (1) year.

#### Section 6. Hearing Aid

Macomb Township will make a "one-time" payment to each employee, the sum of one thousand two hundred dollars (\$1,200.00) per ear for a hearing aid device(s). Such payment will only be made when medically prescribed as necessary.

### **ARTICLE 33. DISABILITY INSURANCE**

#### Section 1.

The Employer shall provide a long term disability insurance plan. The plan will provide a monthly benefit of 70% of salary for the first year, 60% thereafter, to a maximum of \$70,000.00 or monthly benefit of 4083/3500 after an elimination period of sixty (60) consecutive calendar days. Employees shall be subject to the definition, eligibility, exclusions and limitations, and General Provision of the insurance policy.

### **ARTICLE 34. TERM LIFE INSURANCE**

The Employer will provide each Employee with a term group insurance policy through such insurance company as the Employer may designate in the amount of Twenty Thousand (\$20,000.00) dollars with accidental double indemnity. Effective 7/1/94 the Employer shall provide a \$10,000 paid up Life Insurance Policy upon retirement.



## **ARTICLE 35. WORK CLOTHING AND IDENTIFICATION**

### **Section 1.**

The Employer shall provide seven (7) work uniforms of a color and design selected by the Employer each year for the Assessing, Building and Water/Sewer Departments. The Employees shall be responsible to launder these garments as required. The Employer will also provide Building Department, Assessors, and Water/Sewer Employees persons a raincoat, hat, regular boots, coveralls, winter and spring jackets to be replaced as needed.

Uniforms will be provided in the month of March. New Employees shall be issued uniforms immediately upon completion of their probationary period, and the quantity of their uniforms shall be prorated from the date of hire to the next March.

All Employees who are issued uniforms shall be required to wear their uniforms during hours of employment.

In Assessing, uniforms must be worn by employees who are performing job duties out of the office. However, when working inside the town hall, Assessing employees may follow the office dress code.

### **Section 2.**

The Employer shall supply professional I.D. (identification) cards for inspectors and assessors to use during the performance of their job.

## **ARTICLE 36. TRAVEL EXPENSE REIMBURSEMENT**

### **Section 1.**

Building Inspectors shall be furnished with Township vehicles; Field Assessors will be able to use Township vehicles upon availability.

### **Section 2.**

Employees required to use their own car in the course of their duties will receive mileage as determined by the Internal Revenue Service as nontaxable. Reimbursement will be on a monthly basis.

### **Section 3.**

All requests for reimbursement of mileage will be documented and supported on the forms to be furnished by the Employer. It is agreed that if the Employer provides vehicles, this provision would become null and void.

#### Section 4.

Employees will not be compensated for travel time which occurs outside of working hours.

### **ARTICLE 37. RETIREMENT**

#### Section 1. Defined Contribution Pension Plan

Employees covered by this Agreement are entitled to and shall receive retirement benefits in accordance with the following: the Employer shall continue to pay ten percent (10%) of gross income with exclusion of overtime and/or bonuses per pay period into the Employees' pension plan, and the Employee will pay five percent (5%) of gross income with the exclusions of overtime and/or bonuses per pay period for a total of fifteen percent (15%).

#### Section 2.

The Employer agrees to make contributions on a bi-weekly basis and provide financial statement to the participating employees on a quarterly basis.

### **ARTICLE 38. SEVERABILITY**

This Agreement and each of the terms and conditions are subject to the laws of the State of Michigan in all respects and in the event that any provision is determined to be invalid by a court of competent jurisdiction, such determination shall not invalidate the remaining provisions of this Agreement.

### **ARTICLE 39. EFFECTIVE DATE AND DURATION**

#### Section 1.

This Agreement shall be effective July 1, 2003 and shall remain in force and effect to and including June 30, 2006.

Should either the Employer or the Union desire to terminate, modify or amend this Agreement on its termination date, the Employer and/or Union shall give at least ninety (90) days notice in writing to the other party.

#### Section 2. Extensions

In the event that negotiations extend beyond the expiration date of the Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending any Agreement upon a new Collective Bargaining Agreement.

## **ARTICLE 40. WAGES**

### **Section 1.**

Effective July 1, 2003, employees covered by this Agreement shall receive a (3%) wage increase. Effective July 1, 2004, employees shall receive a wage increase of 3%.

Effective July 1, 2005, employees shall receive a wage increase of 3%. The adjusted wages are attached and incorporated into this Agreement (Appendix A).

## **ARTICLE 41. DRUG FREE WORKPLACE**

### **Section 1.**

The Employer and Union agree to incorporate and make a part of this Agreement the drug free workplace policies: for employees with a CDL and who drive a CMV; and all other Township employees attached hereto as attachment B & C.

### **Section 2.**

Macomb Township's Drug Free Workplace Policy, agreed upon in the Collective Bargaining Agreement, will conform to all State and Federal Guidelines with regard to search and seizure issues.

## **ARTICLE 42. RE-CLASSIFICATION OF POSITIONS**

### **Section 1.**

Effective July 1, 2003, the following change in classifications will go in to effect:

<u>From</u>	<u>To</u>
Assessor I	Appraiser Aide
Assessor II	Appraiser
Assessor III	Senior Appraiser
Building Inspector I	Building Inspector/Plan Reviewer
Building Inspector II	Building Inspector/Plan Reviewer
Secretary I	Secretary
Secretary II	Secretary
Secretary III	Administrative Assistant
Utility Worker I	Utility Worker
Utility Worker II	Utility Worker
Utility Worker III	Utility Worker

Section 2.

Effective July 1, 2003. The following classifications were created:

Property Appraiser  
Maintenance Worker  
Grounds Worker

N WITNESS WHEREOF, the Employer and Union have caused this Agreement to be executed by their duly authorized representatives at the Township of Macomb, Macomb County, Michigan.

Township of Macomb  
Macomb County, Michigan

Macomb Township Chapter of  
Local No. 1103-C, Michigan  
Council 25, AFSCME, AFL-CIO

By: \_\_\_\_\_  
Supervisor

By: \_\_\_\_\_  
Staff Representative

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
Chapter Chairperson

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Bargaining Committee

By: \_\_\_\_\_  
Human Resources

By: \_\_\_\_\_  
Bargaining Committee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A**

**EFFECTIVE: July 1, 2003**

<b>Classification</b>	<b>Start</b>	<b>90 days</b>	<b>6 mos</b>	<b>1 year</b>	<b>18 mos</b>	<b>2 years</b>	<b>30 mos</b>	<b>3 years</b>	<b>42 mos</b>	<b>4 years</b>	<b>54 mos</b>	<b>5 years</b>
<b><i>Water &amp; Sewer</i></b>												
Inspector *(1)	21.86	22.70	22.88	23.06	23.63	24.22	X	X	X	X	X	X
Utility Worker	17.18	17.80	18.43	19.05	19.68	20.30	20.93	21.55	X	X	X	X
<b><i>Building</i></b>												
Inspector	21.18	21.54	22.12	22.70	23.26	23.83	24.39	24.96	25.52	26.09	26.65	27.22
Elect/Mech Insp	24.96	26.09	26.66	27.22	X	X	X	X	X	X	X	X
Ord. Enfcmnt.	21.19	21.55	22.13	22.70	X	X	X	X	X	X	X	X
<b><i>Parks &amp; Rec</i></b>												
Rec Co-Ordintr	23.06	23.63	23.92	24.21	X	X	X	X	X	X	X	X
<b><i>Clerical</i></b>												
Secretary	14.57	15.18	15.79	16.40	17.00	17.61	18.22	18.83	X	X	X	X
Account Clerk	16.94	17.45	17.97	18.51	X	X	X	X	X	X	X	X
Admin Assistant	19.60	20.28	20.62	20.96	X	X	X	X	X	X	X	X
<b><i>Maintenance</i></b>												
Grounds Worker	14.57	15.18	15.79	16.40	17.00	17.61	18.22	18.83	X	X	X	X
Maint. Worker	14.57	15.18	15.79	16.40	17.00	17.61	18.22	18.83	X	X	X	X
<b><i>Assessing</i></b>												
Appraiser Aide	20.42	20.83	21.77	22.70	X	X	X	X	X	X	X	X
Appraiser	23.45	23.83	24.78	25.72	X	X	X	X	X	X	X	X
Prop Appraiser	24.96	25.33	26.09	26.85	X	X	X	X	X	X	X	X
Sr. Appraiser	26.46	26.83	27.40	27.97	X	X	X	X	X	X	X	X

\*(1) Stipend for S-3, with 2 years of experience as a Macomb Township inspector, is a \$.25 per hour increase.

Stipend for S-2, with 3 years of experience as a Macomb Township inspector, is a \$.50 per hour increase.

The stipends are in addition to the base hourly rate. Employees hired in or transferred to the position of Water/Sewer Inspector shall be required to obtain the S-4 certification within the first two years into the classification, or be demoted to utility worker position at a rate of compensation based on the number of years of employment with the Township.

No stipend will be paid until such time as proof of the certification is filed with the Director of Human Resources.

## **APPENDIX A**

**EFFECTIVE: July 1, 2004**

<b>Classification</b>	<b>Start</b>	<b>90 days</b>	<b>6 mos</b>	<b>1 year</b>	<b>18 mos</b>	<b>2 years</b>	<b>30 mos</b>	<b>3 years</b>	<b>42 mos</b>	<b>4 years</b>	<b>54 mos</b>	<b>5 years</b>
<b><i>Water &amp; Sewer</i></b>												
Inspector *(1)	22.52	23.38	23.57	23.75	24.34	24.95	X	X	X	X	X	X
Utility Worker	17.70	18.33	18.98	19.62	20.27	20.91	21.56	22.20	X	X	X	X
<b><i>Building</i></b>												
Inspector	21.82	22.19	22.78	23.38	23.96	24.54	25.12	25.71	26.29	26.87	27.45	28.04
Elect/Mech Insp	25.71	26.87	27.46	28.04	X	X	X	X	X	X	X	X
Ord. Enfcmnt.	21.83	22.20	22.79	23.38	X	X	X	X	X	X	X	X
<b><i>Parks &amp; Rec</i></b>												
Rec Co-Ordintr	23.75	24.34	24.64	24.94	X	X	X	X	X	X	X	X
<b><i>Clerical</i></b>												
Secretary	15.01	15.64	16.26	16.89	17.51	18.14	18.77	19.39	X	X	X	X
Account Clerk	17.45	17.97	18.51	19.07	X	X	X	X	X	X	X	X
Admin Assistant	20.19	20.89	21.24	21.59	X	X	X	X	X	X	X	X
<b><i>Maintenance</i></b>												
Grounds Worker	15.01	15.64	16.26	16.89	17.51	18.14	18.77	19.39	X	X	X	X
Maint. Worker	15.01	15.64	16.26	16.89	17.51	18.14	18.77	19.39	X	X	X	X
<b><i>Assessing</i></b>												
Appraiser Aide	21.03	21.45	22.42	23.38	X	X	X	X	X	X	X	X
Appraiser	24.15	24.54	25.52	26.49	X	X	X	X	X	X	X	X
Prop Appraiser	25.71	26.09	26.87	27.66	X	X	X	X	X	X	X	X
Sr. Appraiser	27.25	27.63	28.22	28.81	X	X	X	X	X	X	X	X

\*(1) Stipend for S-3, with 2 years of experience as a Macomb Township inspector, is a \$.25 per hour increase.

Stipend for S-2, with 3 years of experience as a Macomb Township inspector, is a \$.50 per hour increase.

The stipends are in addition to the base hourly rate. Employees hired in or transferred to the position of Water/Sewer Inspector shall be required to obtain the S-4 certification within the first two years into the classification, or be demoted to utility worker position at a rate of compensation based on the number of years of employment with the Township.

No stipend will be paid until such time as proof of the certification is filed with the Director of Human Resources.

## **APPENDIX A**

**EFFECTIVE: July 1, 2005**

<b>Classification</b>	<b>Start</b>	<b>90 days</b>	<b>6 mos</b>	<b>1 year</b>	<b>18 mos</b>	<b>2 years</b>	<b>30 mos</b>	<b>3 years</b>	<b>42 mos</b>	<b>4 years</b>	<b>54 mos</b>	<b>5 years</b>
<b><i>Water &amp; Sewer</i></b>												
Inspector *(1)	23.19	24.08	24.28	24.46	25.07	25.70	X	X	X	X	X	X
Utility Worker	18.23	18.88	19.55	20.21	20.88	21.54	22.21	22.87	X	X	X	X
<b><i>Building</i></b>												
Inspector	22.47	22.86	23.46	24.08	24.68	25.28	25.87	26.48	27.08	27.68	28.27	28.88
Elect/Mech Insp	26.48	27.68	28.28	28.88	X	X	X	X	X	X	X	X
Ord. Enfcmnt.	22.48	22.87	23.47	24.08	X	X	X	X	X	X	X	X
<b><i>Parks &amp; Rec</i></b>												
Rec Co-Ordintr	24.46	25.07	25.38	25.69	X	X	X	X	X	X	X	X
<b><i>Clerical</i></b>												
Secretary	15.46	16.11	16.75	17.40	18.04	18.68	19.33	19.97	X	X	X	X
Account Clerk	17.97	18.51	19.07	19.64	X	X	X	X	X	X	X	X
Admin Assistant	20.80	21.52	21.88	22.24	X	X	X	X	X	X	X	X
<b><i>Maintenance</i></b>												
Grounds Worker	15.46	16.11	16.75	17.40	18.04	18.68	19.33	19.97	X	X	X	X
Maint. Worker	15.46	16.11	16.75	17.40	18.04	18.68	19.33	19.97	X	X	X	X
<b><i>Assessing</i></b>												
Appraiser Aide	21.66	22.09	23.09	24.08	X	X	X	X	X	X	X	X
Appraiser	24.87	25.28	26.29	27.28	X	X	X	X	X	X	X	X
Prop Appraiser	26.48	26.87	27.68	28.48	X	X	X	X	X	X	X	X
Sr. Appraiser	28.07	28.46	29.07	29.67	X	X	X	X	X	X	X	X

\*(1) Stipend for S-3, with 2 years of experience as a Macomb Township inspector, is a \$.25 per hour increase.

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AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES AFL-CIO

Authorization for Payroll Deduction

By: \_\_\_\_\_  
Last Name First Name Middle Name

To: Township of Macomb, or its Township Representative.

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings, each month, the current dues or equivalent service fee being charged by AFSCME, Local Union No. 1103-C, after ninety (90) days of employment. The amount deducted shall be paid to the Treasurer of Local #1103-C, the American Federation of State, County and Municipal Employees. This authorization shall remain in effect unless terminated by me by written notice, or termination of my employment.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date